

2612

AGREEMENT
between
COUNTY OF ATLANTIC
and
JNESO

JANUARY 1, 1993 through DECEMBER 31, 1995

TABLE OF CONTENTS

<u>ARTICLE #</u>	<u>TITLE</u>	<u>PAGE #</u>
	PREAMBLE	4
I	RECOGNITION AND DEFINITION	5
II	DUES CHECKOFF	9
III	NON-DISCRIMINATION	11
IV	UNION RIGHTS	12
V	NEGOTIATIONS PROCEDURE	14
VI	MANAGEMENT RIGHTS	15
VII	GRIEVANCE PROCEDURE	16
VIII	HOLIDAYS	25
IX	VACATIONS	29
X	SICK LEAVE	33
XI	LEAVES OF ABSENCE	37
XII	HOURS OF WORK	42
XIII	OVERTIME	44
XIV	CALL-IN PAY	46
XV	SENIORITY	47
XVI	PERSONNEL PRACTICES	48
XVII	LAYOFFS	55
XVIII	UNIFORM ALLOWANCE	58
XIX	PROFESSIONAL PRACTITIONER STATUS	
	ADVISORY BOARD	59

XX	WORKING OUT OF TITLE/CHARGE PAY	61
XXI	INSURANCE AND WORKER'S COMPENSATION	63
XXII	DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE	68
XXIII	POSITION CLASSIFICATION	71
XXIV	NO STRIKE OR LOCKOUT	72
XXV	CONTINUING CONSULTATION	74
XXVI	GENERAL PROVISION	75
XXVII	SHIFT DIFFERENTIAL	76
XXVIII	COMPENSATION	77
XXIX	STAND-BY STATUS	80
XXX	FULLY BARGAINED AGREEMENT	81
XXXI	PER DIEM EMPLOYEES	82
XXXII	BEREAVEMENT LEAVE	83
XXXIII	NON-NURSING FUNCTION	84
XXXIV	TUITION REIMBURSEMENT	85
XXXV	PERCEPTOR PROGRAM	86
XXXVI	DURATION AND TERMINATION	88
	SIDE BAR LETTER OF AGREEMENT	90
	ADDENUM A MATERNITY LEAVE GUIDELINES	91

PREAMBLE

The COUNTY and the UNION enter into this Agreement with the expectation that its implementation will enhance the ability of the County to serve its constituents.

The parties recognize that it is the responsibility of the COUNTY to provide the highest quality services to its residents. In order to fulfill these obligations, the parties endorse the concepts and subscribe to the traditional principles of professional ethics and responsibilities. It is the intent and purpose of the Agreement to promote and improve the mutual interest of the patients of the County, as well as its employees, promotion of equitable employment standards.

ARTICLE I=RECOGNITION AND DEFINITION

A. The County OF ATLANTIC recognizes JNESO DISTRICT COUNCIL 1, IUOE, AFL-CIO (hereinafter known as "the Union") as the sole and exclusive collective bargaining representative of all full time, part time, per diem, and graduate Registered Nurses.

B. The parties agree that this Agreement shall apply and remain and continue in full force and effect at any location to which the Employer may move. The parties further agree that this Agreement shall apply to any new or additional facilities of the Employer and under its principal direction and control within the State of New Jersey.

C. Whenever the work "employee" is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement.

D. Upon the signing of this Agreement, the Employer shall furnish the Union and the Local President with a copy of a list of their employees covered by this Agreement. This list of employees in the bargaining unit is to contain the following information: employee's name, date of hire, and rate of pay. The employer shall supplement this list at quarterly intervals.

Upon the signing of this Agreement, the Union shall furnish the Employer with a list of names of the designated shop stewards covered by this Agreement.

At the time a new bargaining unit employee, as defined in this Agreement, is hired, the Employer shall deliver to said bargaining unit employee, with a copy to the Union representative, a written notice that the Employer recognizes and is in contractual relation with the Union.

E. Part time employees shall be defined as employees regularly scheduled for at least sixteen (16) hours per week but less than 35 hours per week. Those employees covered by this Agreement shall receive pro-rata share of all benefits, including but not limited to fringe benefits, but shall not receive health benefits coverage, except as outlined in Article XXI.

1. Definition of Terms. Unless otherwise indicated, the following when used herein shall mean:

(a) "Employees" refers to employees in the certified negotiating unit as recognized.

(b) "Local Union" refers to the constituent Local of the Union at the various job sites.

(c) "Management" refers to employees with supervisory responsibility, inclusive but not limited to Department and Division Heads, not covered by the terms of this Agreement.

(d) "Authorized representative" refers to Union and County employees who are authorized, by way of position and/or delegation, to insure correct and proper implementation of terms agreed to herein.

(e) "Shift" shall mean any normal, standard tour of duty as described herein:

E-2: Shift Tour of Duty

Day Resident Services: 6:45 AM - 3:15 PM

Public Health: 8:30 AM - 4:00 PM

Eve. Resident Services: 2:45 PM - 11:15 PM

Night Resident Services: 10:45 PM - 7:17 AM

Public Health: The Employer and employee may agree to occasionally vary shifts in order to staff clinics and perform visits during other than the Day Shift.

F. "Pro-rata" shall mean accrual of benefits as specified herein based on actual hours worked during any designated period. For purposes of annual leave allocation, pro-rata share shall be based on the hours worked divided by the full time equivalent for the position.

ARTICLE II = DUES CHECKOFF

A. The County agrees to deduct the Union monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Union, and the aggregate deductions of all employees shall be remitted to the Union, together with a list of the names of all employees in the bargaining unit, their hours worked, or if none so indicated, (during the pay periods covered), their base hourly rates and the deduction amounts from those employees for whom the deductions were made following each pay period.

B. The County agrees to implement an agency shop in accordance with Chapter 477 of the Laws of 1979, with a representation fee for non-members equivalent to 85% percent of the regular membership dues, fees and assessments. The Union, in exchange for the implementation of said agency shop, hereby agrees to hold the County harmless against any and all claims or suits, or any other liability occurring as a result of the implementation of this agency provision.

C. If an employee's authorized dues are for some reason not being properly deducted, the Union will contact the Division of Personnel, giving the employee's name, social security number, job title and Local affiliation. The Personnel Director will take subsequent action to correct the situation.

D. In the event an employee wishes to withdraw from the bargaining unit, the Employer will honor such withdrawal only during such period(s) as prescribed by law. A letter shall be forwarded to the Employer annually, identifying appropriate withdrawal dates, as per statute.

ARTICLE III = NON-DISCRIMINATION

The County and the Union agree that the provisions of this Agreement shall apply equally to all employees and that there shall be no intimidation, interference or discrimination because of age, sex, marital status, race, color, creed, disability, national origin, political affiliation/activity, or physical handicap as provided by Rehabilitation Act, Section 504, private conduct, or Union activity which is permissible under law.

ARTICLE IV = UNION RIGHTS

A. Agents of the Union who are not employees of the Employer or who are employees of the County, shall be permitted to visit job sites and work locations for the purpose of discussing Union matters, so long as such visitations do not interfere with the general operations of the Employer. The Union shall furnish the names of all such agents to the Employer upon the specific written request of the Employer.

B. The Union shall have the right to post Union notices on available bulletin boards used for general purposes and/or those normally used to post notices to employees.

C. Whenever any representatives of the Union or any employee is scheduled by the parties during working hours to participate in negotiations, or grievance proceedings, such employees shall suffer no loss in pay or benefits. Whenever a third shift negotiator is scheduled to work the shift prior to a scheduled negotiation session, he/she shall work no more than four (4) hours and be released from work with pay, subject to the staffing needs of the Department.

D. The County will give release time with pay to two (2) delegates/or representatives, designated by the Union, to attend Union conferences and/or the JNESO convention, not to exceed eighteen (18) days per year in aggregate.

Any one (1) member of bargaining unit chosen as a delegate to the International convention shall be granted five (5) additional paid days to attend the international convention, once every five (5) years.

E. The Union will be allocated thirty (30) minutes to meet with new employees during the orientation period.

ARTICLE V
NEGOTIATIONS PROCEDURE

A. The County and the Union agree to enter into negotiations over a successor Agreement in accordance with the rules and regulations of the Public Employment Relations Commission. At that time, the Union and the Employer shall exchange proposals for modifications to be included in the successor Agreement. Each party shall be free to propose and negotiate with regard to all appropriate subjects which it desires to place before the other for consideration. Such Agreement shall apply to all members of the negotiating unit shall be reduced to writing, and after ratification by the County, be signed by all parties.

B. Neither party in any negotiations shall have control over the selection of the negotiation representatives of the other. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals in the course of negotiations, consistent with their status as representatives of their principals.

C. During its term, this Agreement shall not be modified in whole or in part by the parties, except by mutual agreement to reopen for negotiations, and by a written amendment duly executed by both parties.

ARTICLE VI
MANAGEMENT RIGHTS

A. The County hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following specific rights.

1. To the executive management and administrative control of all County functions, properties and facilities, and the activities of County employees, while on County time or on County Facilities;

2. To hire all employees and, subject to the provisions of Civil Service Law, to determine their qualifications and the conditions for their continued employment or their dismissal or their demotion, and to promote employees as necessary;

3. To maintain the efficiency of County operations;

4. To take all necessary actions to carry out its mission in situations outside of the control of the County;
5. To exercise complete control and discretion over its organization and the technology of performing its work consistent with the standards of the nursing profession;
6. To schedule employee work hours;
7. To take disciplinary action.

B. The exercise of the foregoing rights, powers, authorities, duties and responsibilities of the County, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection with the implementation thereof, shall be limited only by the specific and express written terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of New Jersey and of the United States.

C. It is understood and agreed that the County, at its sole discretion, possesses the right in accordance with applicable laws to manage all operations including the direction of the working force and the right to plan, direct, and control

the operation of all equipment and other property of the Employer, except as modified by this Agreement, and as consistent with the accepted standards of the nursing profession.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Purpose. The parties agree that it is in the best interest of employees and management that all grievances should be resolved promptly and equitably. To this end, relevant and necessary information, materials and documents concerning any grievance shall be provided by the Union and the County upon written request to the other.

1. The following procedure which may be initiated by

an employee and/or the Union acting as his/her representative shall be the sole and exclusive means of seeking adjustment settling grievances.

2. Whenever any representative of the Union, or any employee, is scheduled by the parties during his/her working hours to participate in grievance procedures, such employee shall suffer no loss in regular pay or benefits.

3. A grievance which affects a substantial number or class of employees and/or which the Employer representative designated in Step 1 lacks the authority to settle, may initially be presented at Step 2 by the Union representative. A grievance concerning a discharge or suspension may be presented in writing

initially at Step 2 in the first instance if such acts are mandatorily negotiable under the law. Initiation of such grievances shall be subject to the time limits set forth in paragraph D1 below.

B. Definition of Grievance. A grievance is an allegation by an employee or the Union that there has been:

1. A contractual violation, defined as a breach, or misinterpretation or improper application of the specific and express written terms of this Agreement.

2. A non-contractual violation, defined as an arbitrary or discriminatory application of, or failure to act pursuant to, the policies of the County of Atlantic relating to terms and conditions of employment.

C. Preliminary Informal Procedure. An employee may orally present and discuss a grievance with his/her immediate supervisor on an informal basis. At the employee's option, he/she may request the presence of a Union representative.

Should an informal discussion not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

D. Formal Steps.

1. Step One. Division Director - The grievant employee, through the Union Steward, shall take up the grievance representative within ten (10) working days of its occurrence. Upon proper presentation of the grievance, the Division Director or authorized representative shall then attempt to adjust the matter, and shall respond to the Union Steward within three (3) working days. Failure to act within ten (10) working days shall be deemed to constitute an abandonment of the grievance.

2. Step Two. Department Head - If the grievance has not bee settled, it shall be presented in writing by the Union Steward or Union Grievance Committee to the employee's Department Head within five (5) working days after the response of the Division Director or authorized representative is due. The Department Head shall respond within five (5) working days. life

3. Step Three. County Executive - If the grievance still remains unsettled, the Union Steward or Union Grievance Committee may, within five (5) working days from the date on which the Department Head's response was due, forward the grievance to the County Executive or authorized representative. The County Executive or his designee shall respond within ten (10) working days. If the decision of the County Executive does

not resolve the matter, then, within fifteen (15) working days of the date of the Executive's response, or the date by which such response was due, and only if the grievance alleges a contractual violation, the Union may move the matter to arbitration. A request to proceed to arbitration must be made within the aforesaid fifteen (15) day period. Failure to comply with this requirement shall constitute a bar to such arbitration, unless the Union and the County mutually agree in writing to an extension of said period.

E. Arbitration.

1. With regard to subject matters that are arbitrable, an arbitrator shall be selected by a timely filing with the Public Employment Relations Commission, and said selection process shall be in accordance with the files of that agency. Timely filing for purposes of this paragraph shall mean a period of time not to exceed (7) seven days from the date on which the request for arbitration was forwarded to the County.

2. However, no arbitration hearing may be scheduled sooner than thirty (30) days after the final decision of the County Executive or his authorized representative. In the event the aggrieved party or the Union elect to pursue Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration. The Union shall pay whatever costs may have been incurred in the processing of the case to arbitration.

3. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way the specific and express written provision of this Agreement or any amendment or supplement thereto. The arbitrator shall have no authority to interpret any law, court decision or statute of this State or of the United States in rendering any determination.

4. The cost of the services of the arbitrator shall be borne by the party which loses the case. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

F. The time limits outlined above may be extended or waived by mutual consent in writing. All time limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and legal holidays.

ARTICLE VIII

HOLIDAYS

A. The following days shall be recognized as holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. Washington's Birthday
4. Lincoln's Birthday
5. Good Friday
6. Memorial Day
7. Fourth of July
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Christmas Day
13. General Election Day

The Employer will recognize any additional days declared by the Governor and County Executive.

B. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday for those employees on a normal Monday

through Friday work week. For other than these employees, the holiday shall be deemed to fall on the day that the holiday occurs.

C. 1. Holidays, as set forth above, shall generally be construed as a day off for which the employee shall be compensated even though not working. If an employee is required to work on a holiday, or volunteer to do so, the employee shall be paid at the regular rate of pay for all hours worked. Additionally, the employee shall receive an additional day off or cash at the regular rate of pay. (Total compensation is, therefore, at the rate of double time.) The employee shall indicate whether they wish the cash or time off when the time is worked, and if time off is selected, such time must be taken within 120 days of the date worked. The selected alternate day off must be used unless an alternate date is approved in advance by management.

2. Any employee working New Year's, Thanksgiving, Christmas, July 4th or Labor Day shall be compensated time and one-half (a 1/2) for all hours worked, and in addition shall receive an additional day off or cash at the regular rate of pay. (total compensation is, therefore, at the rate of double time and one-half.)

D. Any hours worked on the holiday in addition to a full shift will be paid at straight time unless total hours worked for that week exceed the regular work week, in which case the employee shall receive time and one-half (1 1/2) for all hours worked beyond the regular work week.

E. If a holiday is observed while a full-time employee is on paid annual leave he/she will receive holiday pay for that, and it will not be charged against annual leave credits. If an employee is on paid leave, and is absent the day preceding or the day following a scheduled holiday, unless the employee is scheduled and works the actual holiday, the Employer may require a doctor's certificate to substantiate the illness. If requested by the Employer, and not supplied by the employee, a sick day will be charged, and holiday time will be forfeited.

F. Each employee is entitled to either Thanksgiving or Christmas off each year on a alternating basis (ie. work Thanksgiving one year, off Christmas; next year reverse).

G. Any part-time employee who works any holiday will be paid double time (2x base salary) for working the holiday, unless it is one of the premium holidays, the he/she shall be paid double time and one half (2 1/2) of base salary.

a) A part time employee who works two (2) days/week must work four (4) holidays per year, one of which must be Thanksgiving or Christmas on alternate years.

b) A part time employse who works three (3) days/week must work fivs (5) holidays per year one of which must be Thanksgiving or Christmas on alternate years.

c) A part time employee who works four (4) days/week must work six (6) holidays per year one of which must be Thanksgiving or Christmas on alternate years.

ARTICLE IX

VACATIONS

A. All full-time County employees, except seasonal employees, shall be entitled to the following annual vacation with pay as accrued:

<u>Year of Service</u>	<u>Vacation Days</u>
0 - 1 year	1 day per month
After 1 yr - 5 yrs	12 days (1 day per month)
6 yrs - 14 yrs	15 days (1 1/4 days per month)
15 yrs - 19 yrs	20 days (1 2/3 days per month)
20 yrs and over	25 days (2.8 days per month)

B. Vacation time shall be advanced on the following:

<u>Service</u>	<u>Advancement</u>
0 - 1 year	As earned; advancement with discretion of the Dept. Head
1 yr - 2 yrs	50% allocated Jan. 1 each year 50% allocated July 1st each year
After 2 yrs	100% allocated on Jan. 1 each year

C. Part Time employees shall accrue vacation on a pro-rata basis.

D. Vacation pay shall be paid at the employee's regular straight time rate per their job classification, and shall include their shift differential of permanently assigned to the second or third shift.

E. Vacations shall be scheduled and granted for periods of time requested by the employee in accordance with the following conditions:

1. Requests for vacations during the summer period between June 15 and September 1 must be submitted by the preceding April 15.

2. Requests for vacation during other than the summer period must be submitted not later than 15 days prior to the date on which the monthly schedule is posted for the month during which the vacation is required.

Requests for vacation time cannot be submitted more than ninety (90) days prior to the time requested, except as delineated above for the summer period. as

3. All requests must be responded to within thirty (30) days.

4. If the nature of the work requires management to limit the number of employees on vacation at a given time, the employee with greatest seniority shall be given preference. For the purpose of seniority for vacation time only, the seniority lists of the R.N.s and the L.P.N.s shall be combined.

5. For a single day of vacation, 48 hours notice shall be given, and in the event of a conflict, seniority shall prevail.

6. All scheduling of vacations shall be subject to management's responsibility to maintain efficient operations.

7. Notwithstanding the language in paragraphs 4 and 5 above, once a vacation request has been approved by a supervisor, it may not be subject to seniority bumping if the proper guidelines as to the time lines of the request have been followed.

F. If a holiday occurs during the work week in which vacation is taken by an employee, the day shall not be charged to annual leave.

G. An employee who becomes ill during his/her vacation will not be charged VACATION LEAVE, but rather SICK LEAVE, for the period of illness, provided he/she furnishes satisfactory

proof of such illness to the Employer (County) upon his/her return to work.

H. If an employee is requested to return to work during his/her schedule vacation period, and is unable to reschedule his/her vacation during the calendar year due to the demands of his/her work, the calendar year shall be extended for ninety (90) days for rescheduling purposes.

I. 1. Any employee separated from the service of the Employer for any reason prior to taking his/her vacation shall be compensated in a lump sum for the unused vacation he/she accumulated up to the time of separation at his/her CURRENT RATE OF PAY.

2. Any employee utilizing annual leave and leaving the service of the Employer for any reason prior to earning all of the annual leave taken shall have all unearned pay deducted from their final paycheck. Should the final paycheck be insufficient for recoulement of unearned but used vacation time, the employee agrees to repayment of such amounts as are due and owing the County within thirty (30) days of severance. Failure to make such payments shall entitle the County to seek an appropriate judgment against the employee to recover such amount due as well as attorney fees and cost of suit of collection.

J. Earned vacation days that have not been used at the end of the year may be carried over into the next year only. This carryover cannot be more than the number of vacation days an employee can earn in a given year. Any extra days are forfeited.

K. Personal Days. Three (3) days per year of Administrative/Personal time will be available for personal use, in accordance with the following conditions:

1. New full time employees hired in the first quarter of the calendar year are entitled to 3/4 of the time; and those hired during the last quarter are entitled to 1/4 of the time. During all subsequent years, employees are entitled to all the days.

2. Part time employees will receive a pro-rata share of administrative/personal time based on the work week of the comparable full time position.

3. Under normal circumstances, administrative/personnel time should be scheduled in advance. Administrative/personal time may be used in increments of one hour. An employee cannot call in for use of administrative time at the beginning of

his/her schedule shift. Use of this time for the beginning of a work shift must be approved in advance.

4. Administrative/personal time must be taken within the year accrued.

ARTICLE X
SICK LEAVE

A. Permanent employees shall be entitled to the following sick leave with pay as accrued.

B. One (1) working day sick leave with pay shall accrue for each month of service from the date of appointment up to and including December 31st of that year, and fifteen (15) days sick leave with pay for each calendar year thereafter, accrued on the basis of one and one quarter (1 1/4) working days per month. If any permanent employee requires none or a portion only of such allowable sick leave for any calendar year, the amount of such leave not taken shall accumulate to his/her credit from year to year, and he/she shall be entitled to such accumulated sick leave with pay, if and when needed.

C. IN ADDITION, SICK TIME SHALL BE ADVANCED ON THE FOLLOWING BASIS:

<u>Years of Service</u>	<u>Sick Time</u>
0 - 1 year	As earned, advancement with discretion of the Dept. Head.

1 - 5 years	50% allocated Jan 1 each year 50% allocated July 1 each year
6 years	100% allocated on Jan 1 each year.

D. Sick leave may be used in the following instances:

1. Personal illness which renders an employee unable to perform his/her duties.
2. Presence of serious illness in the immediate family which requires the employee's short term personal care. Immediate family is defined as mother, father, spouse, child, foster child, sister, or brother of the employee.
3. Dental, optical or medical treatment that cannot be scheduled during non-work hours (i.e., doctor does not have evening or weekend visiting hours). One week advance notice is required, except in emergency circumstances, and a doctor's note is required as verification.

E. Retiring County employees under the P.E.R.S. system shall be reimbursed at a rate of 50% of accrued sick leave, up to a maximum of \$12,000. A retiree will be eligible for this benefit if he/she at retirement is a permanent County employee, and has continuous service as defined by P.E.R.S.

F. If an employee is absent for five (5) consecutive working days for any of the reasons set forth above, the Employer shall require acceptable evidence. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate provided to the County. If an abuse of sick days evolves for any particular employee, the County may likewise require acceptable evidence. Evidence of sick utilization shall be in the form of a physician's note which states the date of the illness and provide detailed medical justification for the absence. The County reserves unto itself the right to send an employee to a County appointed physician at the County's expense to verify the usage of sick leave. Abuse of sick leave may be cause for disciplinary action.

G. An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave as set forth above shall notify his/her immediate supervisor or his/her designee by telephone. Those employees in 24 hour operations should notify his/her immediate supervisor or his/her designee by telephone one hour prior to the start of the scheduled shift, except in cases of severe illness. Public Health employees shall notify their immediate supervisor or his/her designee not later than fifteen (15) minutes after the scheduled shift commences, except in cases of severe illness. If not done, he/she shall be considered

1)

2)

3)

absent without pay. (Calls shall be made on a specific phone line designated for that purpose.)

H. The present practice of employees unused sick days, vacation days and comp hours shall be reflected on each pay stub.

1. Temporary employees working for the county shall be entitled to the following sick leave with pay as accrued:

a. One (1) working day's sick leave with pay for each month served per year during such temporary fulltime employment.

b. Employees on a daily basis, or seasonal basis, are not eligible for sick leave.

I. Any employee utilizing less than forty (40) hours (Institutions), or thirty-five (35) hours (Public Health), of sick time (to include all uses of sick) in a calendar year, will receive a bonus in the amount of three hundred dollars (\$300.00). Employees who utilize no sick time will receive an additional bonus of one hundred (\$100.00) dollars for a total of four hundred (\$400.00) dollars.

Employees must be on board for the entire calendar year, and have no "W" days or suspension or L&W's during the calendar year.

ARTICLE XI
LEAVES OF ABSENCE

A. Service credit shall continue to accrue during paid leaves of absence provided under this Agreement, but shall not accrue during unpaid leaves of absence except for Military leave of absence without pay to all service credits earned up to the date his/her leave commenced.

B. Leaves of absence for employees may be granted as provided in Civil Service Statutes and rules and regulations except as otherwise noted herein.

C. (1) A permanent employee holding a position in the classified service who is temporarily (mentally or physically) incapacitated and unable to perform his/her duties, shall be granted a leave of absence with out pay for a period not to exceed six (6) months with Department Head and appointing authority approval.

C. (2) An employee who desires to engage in a course of study such as will increase his/her usefulness of return to service, or for any reason considered valid by the Department Head and the appointing authority, desires to secure leave of absence from regular duties may, with the approval of the

Department and the Employer, be granted a special leave of absence without pay for a period, or at the employee's option a leave with pay utilizing accrued benefit time not to exceed six (6) months, which may be extended for an additional six (6) months with Department Head and appointing authority approval.

D. Any employee seeking such special leave, with or without pay shall submit his/her request, in writing, stating the reasons why the request should be granted, the date when he/she desired the leave to begin, and the probable return date to duty.

E. Any employee who is a member of the Union and is legally elevated to an official full time position in the parent Union shall be granted a leave of absence without pay to attend his/her official duties for a period not exceeding one (1) year, which period may be renewed for an additional year upon appropriate request and approval.

F. Military Leave. Any Permanent employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.

1. Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein, or with the Armed Forces of the United States in time of war or emergency or pursuant to or in connection with the operation with any system or selective service. Employees having only temporary status who enter on active duty with the Armed Forces of the United States shall be regarded as having resigned.

G. Dependent care leave shall be granted in accordance with the Family Leave Act, effective May 4, 1990.

H. Child Care Leave, shall be granted in accordance with the Family Leave Act, effective May 4, 1990. Additionally, permanent employees shall be granted up to (fourteen) 14 additional weeks of Child Care Leave. These fourteen (14) weeks will be subject to the following conditions:

1. They must be taken contiguous to the birth or adoption of the child, or contiguous to leave taken pursuant to the Family Leave Act if such leave has been contiguous to the birth or adoption of the child.
2. The request for use of these weeks must be at least two (2) months prior to use unless an emergency occurs.

3. No benefits shall be provided during these fourteen (14) weeks.

4. The fourteen (14) weeks must be taken all at one time and consecutively, or are lost.

5. The fourteen (14) weeks may be extended or renewed for an additional six (6) months upon the request of the employee, and in the discretion of the Department Head. This must be taken contiguous to the fourteen (14) weeks.

6. In addition to the notice requirements of this Agreement and the Family Leave Act, the employee shall submit a plan of use for each type of leave (Child Care and Family Leave Act) to his/her supervisor as soon as is reasonably possible. Failure to designate shall result in the first twelve (12) weeks of leave being attributed to the Family Leave Act.

I 1. While an employee is on an approved leave the position shall be kept vacant or the duties performed by a temporary or per diem employee.

2. Every employee has the right to return to the same position and shift and the same classification held before going on an approved leave.
3. Upon return from an approved leave an employee shall retain all seniority and pension rights that is accrued up to the time of leave without pay.
4. Unused sick and vacation leave may be carried over until the employees return. An employee shall not earn annual or sick leave while on approved leave.

J. Absence Without Leave. NJCS 4:17.23

1. Any unauthorized absence of an employee from duty shall be an Absence Without Leave, and is cause for disciplinary action.
2. Leave granted for a particular reason and used for a purpose other than that for which such leave has been granted, shall be an unauthorized absence, and may be cause for disciplinary action.

ARTICLE XII
HOURS OF WORK

A. The work week shall consist of five (5) work days, Sunday through Saturday, in a pre-established schedule. Each work shift shall consist of seven and one-half hours ($7 \frac{1}{2}$) inclusive of one-half hour ($\frac{1}{2}$) unpaid lunch for the employees of the Division of Public Health, and eight and one-half ($8 \frac{1}{2}$) hours for employees inclusive of one-half hour ($\frac{1}{2}$) unpaid lunch for the employees of the Division of Resident Service with a pre-established meal schedule.

B. The work week for Public Health Nurses shall be Monday through Friday, 8:30 a.m. to 4:00 p.m., inclusive of one-half ($\frac{1}{2}$) hour for lunch, unless the Employer and employee work out a flexible time schedule, additionally flex-time may be scheduled by the Employer to provide for late coverage for all Public Health clinics provided that this is in accordance with Section C below and is not discriminatory or arbitrary. Employees of this Division may, at their option, agree to work a schedule consisting of any five (5) days during the week. Employees hired after January 1, 1981 may be required to work a schedule encompassing five (5) days in any calendar week.

C. Nurses' schedules will be posted by the 20th of the preceding month. These schedules, however, must remain flexible to insure adequate coverage of residential facilities, clinics, etc.

D. The County and the Union, initiated by either party will meet to discuss alteration of the normal workday or work week to permit experimentation with other systems of scheduled work time. Any such experimentation must be with the mutual consent of both the Union and the County.

ARTICLE XIII

OVERTIME

A. The Employer shall assign overtime in accordance with seniority. The most senior employee shall be given the opportunity to work overtime first. The Employer shall maintain a list of all overtime worked and by whom, and such a list shall be made available to the Union for inspection upon request.

B. One and one-half (1 1/2) times the employee's hourly rate of pay shall be paid for overtime worked in excess of 37.5 hours per week in Public Health, and for overtime worked in excess of 40 hours per week in Resident Services. Overtime compensation may be in cash or compensatory time off, at the employee's option, in accordance with the Fair Labor Standards Act.

C. The following will be regarded as hours worked for the purpose of computing overtime:

1. All hours actually worked
2. Holidays (scheduled)
3. Annual leave (vacation)
4. Personal days

D. (1) The County shall have the right to utilize per diem nurses who are willing to work on an hourly basis providing the overtime is offered and refused by regular bargaining unit members. Unanticipated call-outs can be filled by the most expeditious method possible.

(2) Per diem employees must be utilized first before outside Agency Nurses can be employed. In no event will the Agency Nurse be used at the expense of full time, part time or per diem employee.

ARTICLE XIV

CALL-IN PAY

A. An employee who has been called in to work at a time not contiguous with his/her regular schedule shift shall be paid at the rate of one and one-half (1 1/2) times his/her regular hourly rate. Call-in pay ends when the employee's regular work shift begins, or when the specific assignment terminates. Employees will be permitted to leave the work site when the work assignment is completed, unless the employee's scheduled work shift has commenced.

B. In all instances however, employees are guaranteed four (4) hours minimum compensation. When an employee is "called in", he/she shall be paid mileage at the pre-established rate on a portal-to-portal basis.

ARTICLE XV

SENIORITY

A. In all cases of demotions, layoffs, recall, vacation schedules and choice of shifts in a continuous operation and disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference, provided he/she has the ability to perform the work involved in the job title.

B. The following shall constitute a break in service: resignation, separation for just cause, retirement, absence without leave for five (5) consecutive working days, failure to report after leave, and acceptance of other permanent employment while on leave.

C. Additionally, every employee shall be given the opportunity to achieve Civil Service status within one (1) year of employment or the signing of this Agreement.

D. Two (2) separate seniority lists will be maintained: one (1) for part time, and one (1) for full time employees.

ARTICLE XVI
PERSONNEL PRACTICES

A. The personnel practices of the County will address the specific terms of this Agreement, the Administrative Code, Federal Law and Regulation and Title II of the New Jersey State Statute, as amended.

B. Each new employee will be given an employee handbook and offered the opportunity of an orientation to assist him/her in the performance of his/her duties. Departmental policies issued during the term of this Agreement will be posted on the bulletin boards, and individually provided to employees. It is the responsibility of each employee to know the operational policies of the organization, and failure to know and understand these policies will not be considered valid reason for actions and/or omissions in violation of same, provided the County distributes such policy prior to the effective date thereof.

C. A Planned orientation program under the responsibility and direction of the Employer will be instituted. The Director/Directress on Nursing Services will ensure that new nurses receive adequate orientation to the health care facility, including specific orientation programs, clinical areas and individual responsibilities. Newly hired Nurses with previous

experience will work with a preceptor for a minimum of two (2) weeks. Newly hired Graduate nurses will work for a minimum of four (4) weeks with a preceptor. Orientees will not be counted as patient care staff during their orientation.

D. No bargaining unit employees will be in charge of the unit unless they have first been given a working orientation to that unit for a period of at least five (5) working days, and unless and until said bargaining unit employee has received his/her RN. In addition, no bargaining unit employee will be floated out of the building to which they are regularly scheduled to work to another building unless they have been given a working orientation to that building for a period of at least one (1) day within one (1) year's period of time.

1. Institution. Unit assignment floating of nurses shall be done on a rotating basis.

E. Weekend Work. Current practice of full timers having two (2) weekends off per month in an alternating every other weekend pattern shall continue as is. Clinic employees currently not working weekends shall continue that practice except in an emergency situation.

F. Part Timers. Part timers will be required to work a proportional number of holidays and weekends. Weekends are defined as Saturday and Sunday on all shifts.

2 days/week - 1 weekend/month or 2 weekend days/month

3 days/week - 1.5 weekends/month (1 weekend and 1 weekend day) or 3 weekend days/month

4 days/week - 2 weekends/month or 4 weekend days/month

G. The County will promote and concept of upward mobility and in-house promotion, to the extent feasible under Civil Service rules and regulations, by normally posting available job opportunities on bulletin boards. The Employer agrees to post upon the Union bulletin boards all job vacancies. Such posting shall be in a conspicuous manner and shall be permitted to remain on the Union bulletin boards for a period of ten (10) working days. Also, notification of such title changes will be given to the President of the respective Local.

H. When a permanent promotion, transfer, vacancy or new title occurs, the Employer shall post a notice of such vacancy on the bulletin boards it ordinarily uses for notices to Public Health and Institution Nurses for a period of not less than ten

(10) working days, excluding weekends and holidays, before the vacancy is filled.

I. Qualified in-house applicants will be afforded the opportunity of an interview, upon their request, and be given preference to available slots. However, the final selection will rest with the hiring/appointing authority in each of these instances, and justification of selection will in no instance be required, except at the written request of the Personnel Director of the County.

J. An employee has the right of access to the County's official personnel records kept by the Employer or his agents, pertaining to the employee, and the Employer shall permit the employee to respond in writing to any document or instrument contained in said file within six (6) months of its being placed therein. This response shall be attached to the particular document or instrument concerned and be made a permanent part thereof. The Employer agrees to provide to the employee a copy of any document or instrument contained in said file upon the request of the employee. No unsigned document or instrument (except for attendance and time records), nor any document or instrument of unknown or questionable origin, shall be used against any employee in disciplinary matters.

K. All employees hired after the date of this Agreement shall be probationary for a period of ninety (90) days from the date of their commencement of work. During the period of probation, an employee shall have all rights under the Agreement, except the right to the Grievance Procedure.

L. In an effort to provide opportunity for continuing education for its professional nursing staff, the County will establish an education fund for the nurses as follows:

\$4,000.00 in 1993 non accumulative

\$5,000.00 in 1994 non accumulative

\$6,000.00 in 1995 non accumulative

Each nurse shall be entitled to two (2) paid days for education purposes including registration and course fees, the cost of which is to be deducted from the annual fund. All training subsidized must be directly job related or job essential and approved in advance by the Director of Nurses. Subsidy shall be limited to direct course costs and will be distributed fairly among all nurses. Funds not used in the calendar year allotted will not be carried in subsequent years. Nothing contained in this Article shall affect the practice whereby employees are from

time to time requested by the County to take certain courses on County time and expense. The Union President will be given a breakdown quarterly on monies spent, upon request.

M. When an employee is physically prevented from traveling to work (when public transportation is not operating, as a result of an act of God such as a snow storm or other extraordinary conditions), the employees shall be permitted to utilize Administrative leave/vacation leave rather than losing pay. If an employee has no remaining administrative leave or vacation leave, he/she shall be permitted to take an unpaid leave of absence and no "W" time will be accessed. Entitlement under this paragraph shall be at the discretion of the County, and shall not be arbitrarily and unreasonable denied. However, if the County Executive declares the day a County-wide emergency day, where in all other County employees receive pay, employees under this agreement shall also be paid.

N. In the event of an emergency (defined to mean an Act of God or other catastrophic occurrence), the County can require staff on duty to remain on duty beyond their normal shift in order to maintain efficient operations.

O. The Employer will provide registration fees for certification examinations and recertification given by any national recognized certifying agency. For the initial certification, the employee must pass the exam and obtain the desired certification in order to be provided the fees.

P. If an employee's work is suffering due to a personal problem the employee is encouraged to contact the Office of Personnel who, in turn, may refer the employee to persons or places where he/she can receive professional help.

The responsibility for contacting the Office of Personnel and any subsequent referrals for counseling or in-patient or out-patient treatment, is totally on the employee, and any personal agreement which may be developed between the employee and the Employer for the employee to seek such help for the personal problem in lieu of being disciplined for the prior conduct, will only be binding on the Employer as long as the employee follows all his/her responsibilities under this personal agreement.

ARTICLE XVII

LAYOFFS

A. Layoffs, if required during the term of this Agreement, will be accomplished as specifically provided by the New Jersey Administrative Code 4:1-16.1 through 4:1-16.4.

B. The appointing authority may lay off an employee in the classified service for purposes of efficiency or economy or other valid reason requiring a reduction of employees in a given class.

C. No permanent employees shall be laid off until all emergency, temporary and provisional employees and all probationers who are serving their working test period holding positions in the same class in the organization are separated; nor shall a permanent employee be laid off except in accordance with the procedure prescribed by Civil Service Rules.

D. Whenever possible, such employees shall be demoted in lieu of layoff to some lesser office or position in the same organizational unit as determined by the Chief Examiner and Secretary.

E. Order of Layoff or Demotion (4:1-16.3).

1. Whenever there are two or more permanent employees in the class from which layoff or demotion is lieu of layoff is to be made, employees in that class with an unsatisfactory performance rating for the twelve (12) month period immediately preceding the layoff or demotion shall be the first laid off or demoted.

2. Layoff or demotion for all other employees in that class shall be in the inverse order of performance ratings provided that:

a. In computing the performance ratings to determine the order of layoff or demotion, seniority credits to the extent of one(1) point for each of the past five (5) years of service and 1/4 point for each additional year of service up to ten (10) years shall be added to the average rating for the year preceding the date of layoff or demotion.

b. In the absence of an approved system of performance, ratings by the Department of Civil Service, layoff or demotion of permanent employees shall be in the order of seniority in the class, the person or persons last appointed being the first laid off or demoted.

c. In all cases when there are employees who are veterans, a disable veteran or a veteran shall be retained in

that order, regardless of his/her performance rating, in preference to a non-veteran having equal seniority in his class.

F. Notice of Layoff or Demotion (4:1-16.4).

1. No permanent employee in the classified service or employee serving a working test period after regular appointment shall be laid off or demoted in lieu of layoff until he/she shall have been given notice in writing, personally or by certified mail, of the date upon which he/she will be laid off or demoted and the reason for the action. Such notice shall be served at least forty-five (45) days before the layoff or demotion becomes effective, and a copy of such notice must be sent to the Civil Service Department at the same time.

2. An employee who shall be laid off or demoted in lieu of layoff shall have the right of appeal to the Commission, provided such appeal is received by the Commission within twenty (20) days after the date of receipt of notice.

3. In no event shall an employee be laid off or reduced in grade due to the mechanization or partial mechanization of his job function or part thereof.

ARTICLE XVIII
UNIFORM ALLOWANCE

A. Each employee who, as a requisite of employment, is required by the Employer to wear certain uniforms, shall be granted uniform allowance of three hundred dollars (\$300.00) per year.

B. The uniform allowance will be reduced on a pro-rata basis for breaks in service or non-service as follows:

1. Hiring after January 1 of each year.
2. Termination prior to December 31st each year.
3. Leaves of absence (with or without pay).

C. Payment shall be made in the first pay of December and in a separate check.

ARTICLE XIX
PROFESSIONAL PRACTITIONER STATUS ADVISORY
COUNCIL

A. The Employer recognizes that due to their special training and experience, the employees covered by this Agreement have a unique contribution to make towards maintaining and improving patient care, and that therefore, procedures should be developed whereby the views and recommendations of the employees covered by this Agreement can be heard and considered in an other ADVISORY Capacity within the employees' facility.

B. Meeting on off-duty time of the Council and Advisory Committee approved by the Council shall be referred in writing to the Directors of Nursing Service and Public Health and Institutions, respectively.

C. The Directors of Nursing Services shall meet as necessary to review advisory recommendations from the Council which have been received in writing at least ten (10) calendar days before the scheduled meeting, and will respond to the Council in writing within ten (10) calendar days of any joint meeting with the Directors of Nursing and authorized Council representatives on on-duty times.

D. Should there be any dissatisfaction on the part of the Council with the response, the Council may request in writing the consideration by the Director of Nursing Service and the Department Head of Health and Institutions.

E. The final and binding response of the Department Head of Health and Institutions shall be given in writing within ten (10) days of the receipt of said written request or within ten (10) calendar days of any scheduled meeting between the above individuals and representatives authorized by the Council.

ARTICLE XX

WORKING OUT OF TITLE/CHARGE PAY

A. Effective with the ratification of this Agreement, employees who are required by the employer to perform functions normally assigned to a title which is supervisory and which is outside the bargaining unit, or, if in the bargaining unit, would receive a higher rate of pay, shall receive a differential of one dollar (\$1.00) per hour and effective 1/1/95 one dollar and fifteen cents (\$1.15) per hour.

B. Out of title pay shall be added to the hourly rate after computation of premium pay such as overtime.

C. In the Division of Public Health, in the absence of the Director and all supervisors, the individual working out of title shall be designated so, in writing. Individuals so designated will be relieved of field responsibility for such period of time.

D. Charge Pay is defined as the differential paid to a nurse who assumes "Charge".

In Institutions "Charge" is assumed whenever a floor only has one (1) Registered Nurse.

In Public Health "Charge" is assumed by one nurse in each of the three (3) specific clinics (VD, Child Health, TB), for all hours the clinic(s) are in operation.

"Charge" pay shall be for 1993- twenty-five cents (\$.25) for 1994 - thirty-five cents (\$.35) and for 1995 - fifty cents per hour for all hours worked.

ARTICLE XXI
INSURANCE AND WORKER'S COMPENSATION

A. Insurance

1. Employees who commenced employment prior to July 1, 1993 shall continue to receive for themselves and dependents the following coverage, all at no cost to the employee.

a. Group Hospital Medical Insurance, including major medical coverage, as currently provided. The program contains a deductible of one hundred (\$100) dollars per person, and two hundred (\$200) dollars per family, and a co-pay of twenty (20%) percent of the first two thousand (\$2000) dollars of covered major medical expenses.

b. Prescription drugs coverage, with a three (\$3.00) dollar co-pay for brand name prescriptions, and a zero co-pay for generic drug prescriptions.

c. An optical plan as currently provided.

d. A dental plan as currently provided.

2. "Employees", as used herein, means a bargaining unit member who works more than twenty (20) hours per week. An employee's dependent children will be covered through the year-in which the child reaches the age of nineteen (19). An employee may opt to purchase coverage for dependent children from age nineteen (19) to age twenty three (23) by paying the difference between family coverage and either husband-wife coverage, or single coverages rates, as the case may be. These definition and condition also apply to HMO participants.

3. The County, in its discretion, may institute a program to require pre-admission review prior to hospitalization, out-patient certification, and/or second surgical opinion at any time during the life of the contract, provided that all are without cost to the employee.

B. 1. Employees in this bargaining unit who commence employment after July 1, 1993 shall be entitled to the coverage set forth in A.1.a above on an individual basis only. Any such employee who wishes to procure coverage for his spouse or dependents shall pay twenty (20%) percent of the difference between the individual rate and that selected by the employee.

2. The definition of "employee" and "dependent child" as set forth in paragraph A.2 shall apply to this category of employees as well.

C. 1. Effective January 1, 1994, the medical program shall be modified to a "wrap-around" so that the co-pay and the deductible provided here shall apply to all benefits, and not merely to the major medical component.

2. Effective January 1, 1994, the prescription co-pay described in paragraph A.1b will be modified to five (\$5.00) dollars for brand name prescriptions. The co-pay for generic prescriptions will remain at zero.

D. Effective January 1, 1995, the deductible under the medical program will be modified to one hundred-fifty (\$150.00) dollars per person, and three hundred (\$300.00) dollars per family.

1. Any employee covered under the terms of this Agreement who retires from County service under the Public Employee's Retirement System shall be eligible for paid health benefits coverage for three (3) years after retirement, commencing with the employee's retirement date.

2. Definition of Retiree for 3 Years Paid Health Benefits: The retiree has at least twenty-five years (25) vested in the Public Employee's Retirement System, or the retiree has been a permanent County employee for fifteen (15) years and

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is at least sixty (60) years of age at time of retirement.

3. Upon completion of the three (3) years paid health benefits coverage by the County, the retiree will then have the opportunity to remain in the group plan by reimbursing the County the amount of the monthly premium at the existing group plan rates.

F. Leaves of Absence. When an employee is granted a leave of absence without pay, the coverage of that employee and his/her dependents will be terminated unless the employee reimburses the County in full for the premium due during the leave of absence before taking such leave. Employee can then re-enroll with the County group upon returning from their leave of absence. The maximum period where this situation can exist is six (6) months. Any employee who goes on to an unpaid status for fifteen (15) or more calendar days is liable for payment of premiums retroactively to the first day of unpaid status.

G. The County shall have the right to substitute a different insurance carrier or plan that is equivalent to or better than the existing plan and agreed to by the Union.

H. When an employee of Atlantic County is injured on duty during regularly schedule working hours, he/she will be entitled to Worker's compensation benefits as set forth by New Jersey State Statute (NJSA 34:15).

I. The County will offer employees and their families the opportunity for a temporary extension of health coverage called continuation coverage at group rates, plus the employee contributions. In certain instances where coverage under the County plan would otherwise cease. This is in accordance with federal law P.L. 99-272, Title X (COBRA).

ARTICLE XXII

DISCHARGE, DEMOTION, SUSPENSION AND DISCIPLINE

A. 1. The Employer shall not demote, suspend or discharge any permanent employee without just cause. An employee may appeal a demotion, suspension, or discharge at the third step of the grievance procedure, proceeding to include a hearing when disciplinary action involves discharge, suspension of more than five (5) days, or monetary fine. In the event any employee elects to pursue Civil Service remedies, it shall be deemed a waiver of any right to proceed under the grievance procedure. The Union shall be notified within one (1) working day following any demotion, suspension or discharge by the Employee in writing. Discipline will be done in progressive steps unless the severity of the infraction requires otherwise.

2. The Employer will discipline employees in such a manner so as to not embarrass the employee before the public or other employees, unless the severity of the infraction requires immediate action.

B. Removal. As specified by the New Jersey Civil Service Rules and Regulations, the following will apply as causes for removal from payroll. A permanent employee in the classified

service may not be removed except for just cause upon written charges. Notice of removal shall be sent to the employee on the form prescribed by the Civil Service Commission, and a copy of said notice shall be sent to the Civil Service Department at the same time.

C. Cause for Removal. Any one of the following shall be cause for removal from service, although removals may be made for sufficient causes other than those listed.

1. Neglect of duty;
2. Incompetency or inefficiency;
3. Incapacity due to mental or physical disability;
4. Insubordination or serious breach of discipline;
5. Intoxication while on duty;
6. Chronic or excessive absenteeism;
7. Disorderly or immoral conduct;
8. Willful violation of any of the provisions of the Civil Service statutes, rules or regulations or other statutes relating to the employment of public employees;
9. The conviction of any criminal act or offense;
10. Negligence of or willful damage to public property or waste of public supplies;
11. Conduct unbecoming an employee in the public service

12. The use or attempt to use one's authority or official influence to control or modify the political action of any person in the service, or engaging in any form of political activity during working hours.

D. THIS ARTICLE SHALL APPLY ONLY TO SUCH DISCIPLINARY ACTIONS AS ARE FOUND TO BE MANDATORILY NEGOTIABLE AND ARBITRABLE UNDER THE LAWS OF NEW JERSEY.

ARTICLE XXIII
POSITION CLASSIFICATION

A. The position classification plan, as established and maintained by the Employer, consists of a schedule of classification specifications for each position, which defines and describes representative duties and responsibilities and sets forth the maximum requirement and qualifications essential to the work. If an employee considers his/her permanent position to be improperly classified, the employee may, through the Department Head, process an appeal for a desk audit of his/her position with the Civil Service Commission.

B. The Union recognizes the right of the Employer to direct its working forces, which includes the assignment of work to individual employees, and it further recognizes the such assignments may include work outside an employee's classification. However, it is understood that such assignment outside of classification shall be made in a manner consistent with the Employer's parameters of the New Jersey State Civil Service Code, provided such functions are within the realms of nursing practice.

C. An employee shall be compensated at the rate of pay for his/her own classification while performing work of a lower compensated occupation.

ARTICLE XXIV

NO STRIKE OR LOCKOUT

A. The Union agrees that it will refrain from any strike, work stoppage, slowdown, or other job action, and will not condone or support any such job action.

B. The County agrees that it will refrain from locking out its employees or from any threat thereof.

C. The Union covenants and agrees that during the terms of this Agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his/her position, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout, or other action which interferes with the full and complete normal operations of the Employer. The Union agrees that any such action would constitute a material breach of this Agreement.

D. In the event of a strike, slowdown, or walkout, or job action, it is covenanted and agreed that participation of this Agreement shall be deemed grounds for termination of employment

of such employee or employees, subject, however, to the application of the rights afforded permanent personnel under the Civil Service Law.

E. The Union will actively discourage, and will take whatever affirmative steps are necessary to prevent or terminate, any strike, work stoppage, slowdown, walkout or other action which interferes with the full and complete normal operations of the Employer.

ARTICLE XXV
CONTINUING CONSULTATION

A. The Union and the County shall, upon request of either party, establish meetings during the first week of April, July, October and January for the purpose of reviewing the administration of the Agreement and to discuss problems which may arise. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiating meetings, but are intended as a means of fostering good Employer-employee relations.

B. The request of either party for such a meeting shall include an agenda of topics to be discussed and is to be submitted seven (7) days prior to the meeting date. Sufficient meeting time(s) shall be established to complete the agenda.

C. Additional meetings, as described above, shall be held at the request of either party at a mutually agreeable time.

ARTICLE XXVI
GENERAL PROVISION

A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement effected by such decision, whereupon the parties agree to commence negotiations relative to the invalidated portion.

B. The County and the Union jointly agree that the printing cost of the contract shall be evenly divided, that is, 50% of the cost by the County and 50% of the cost by the Union.

C. When employees use their personal vehicles during the course of their employment, they shall be reimbursed for such usage at a rate equal to the prevailing rate established by the IRS or such greater rate as may be established by County policy in the future.

D. Those employees required by the County to use their own vehicle on a regular basis for County business, the County shall reimburse the employee, upon proof of coverage, in the amount of \$50.00 per quarter year, for the business coverage of their auto insurance policy.

ARTICLE XXVII
SHIFT DIFFERENTIAL

A. Effective with the ratification of this Agreement, employees working the evening shift will be paid a differential of ten percent (10%) and the night shift will be paid a differential of fifteen percent (15%).

B. Shift differential pay shall be added to the hourly rate after the computation of premium pay such as overtime.

ARTICLE XXVII

COMPENSATION

A. The following salary scales shall become effective on January 1 of the respective year.

Graduate Nurse/

Public Health Nurse	1/1/93	7/1/93	1/1/94	1/1/95
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Start	17.67	17.85	18.56	19.49
Start with experience	17.98	18.16	18.89	19.83
1-5 years service	18.31	18.49	19.23	20.19
+5 years service	19.27	19.46	20.24	21.25
+10 years service	19.59	19.79	20.58	21.61
+15 years service	19.91	20.11	20.91	21.96

Head Nurse

Hire In	19.91	20.11	20.91	21.96
1-5 years service	21.20	21.41	22.27	23.38
+5 years service	21.51	21.73	22.60	23.73

B. All individuals hired before January 1, 1983 shall, for salary increase purposes, have an anniversary date of 1/1. Those hired after January 1, 1983 shall, for salary increase purposes, have anniversary dates as follows:

<u>Hire Date</u>	<u>Anniversary Date</u>
Jan. 1 - Feb. 15	1/1
Feb. 16 - Mar. 31	4/1
Apr. 1 - May 15	4/1
May 16 - June 30	7/1
July 1 - Aug. 15	7/1
Aug. - Sept. 30	10/1
Oct. 1 - Nov. 15	10/1
Nov. 16 - Dec. 31	1/1 (next)

C. Longevity. Employees attaining the required years of service will receive a longevity payment as follows.

	1993	1994	1995
1. After 5 years of service -	\$250.00	300.00	350.00
2. After 10 years of service -	\$350.00	400.00	450.00
3. After 15 years of service -	\$450.00	500.00	550.00
4. After 20 years of service -	\$600.00	650.00	700.00

Longevity will be paid each year in a lump sum check to be issued the pay period following the actual anniversary date.

D. Certification Differential - Any employee who attains certification in Community Health or Gerontology will be paid a stipend of seven hundred and fifty dollars (\$750.00) per year in each year of the Agreement. An employee holding the certificate for less than a full year shall receive a pro-rata portion of the stipend. Payment will be made by January 30th of each year.

E. RN Stipend - Each nurse shall receive a stipend calculated upon in 1993, thirty-five (\$.35); in 1994, forty-five (\$.45) and in 1995 fifty (\$.50) cents per hour for each hour worked on regularly scheduled weekends between 7AM on Saturday and 7AM on Monday. In addition, such stipend will be increased by an additional eighty cents (\$.60) in 1993; eighty cents (\$.70) in 1994 and eighty-five cents (\$.75) in 1995 for each weekend hour worked in addition to those regularly scheduled. The stipend will be paid twice annually, in July and January reflecting the preceding six (6) months earnings.

ARTICLE XXIX
STAND-BY STATUS

A. Any employee who is required to be on stand-by status shall be paid three dollars (3.00) per hour for all hours while on "beeper" status (required to stay within a certain geographic area). Upon reporting to work after notification on beeper status, individuals shall be paid at their normal hourly rate.

ARTICLE XXX
FULLY BARGAINED AGREEMENT

A. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not with the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXXI
PER DIEM EMPLOYEES

Per diem employees shall be defined as employees who do not work any regularly scheduled hours per week but rather, work as available to supplement regular full-time and part-time employees. Per diem employees must make themselves available to the Employer at least one day per month.

Per diem Employees shall be entitled to the following specific benefits they shall be paid maximum of the RN's scale rate plus one dollar (\$1.00) per hour and shift differentials. Holiday Pay - Any holidays as outlined in the Holiday Article of this contract that a per diem employee works, she shall receive time and one half (1 1/2) her regular rate for all hours worked on the holiday.

There will be no other fringe or financial benefits extended to per diem employees, however, they shall be entitled to the grievance and arbitration procedure, seniority and any other pertinent clause in this contract.

ARTICLE XXXII
BEREAVEMENT LEAVE

Time off with pay at the regular compensation rate plus shift differential, if applicable, for three (3) working days per occurrence will be given the the event of a death of a member of the employaes immediate family. Immediate family is defined as apouae, child, parent, brother, sister and grandchildren or any other relative residing in tha same household.

ARTICLE XXXIII
NON-NURSING FUNCTION

JNESO and the County jointly concur that Registered Professional Nursing Services should be utilized to there fullest potential, therefore, except in emergency situations when these services are an extension of direct patient care, nurses covered by this agreement will not perform functions ordinarily provided by the following departments: housekeeping, maintenance, laundry, dietary, clerical, security and transport departments.

ARTICLE XXXIV
TUITION REIMBURSEMENT

Tuition reimbursement will be provided as per County Policy modified to allow for two hundred (\$200.00) per course up to a total of six hundred (\$600.00) dollars per calendar year for any nursing or graduate courses or to any increases above these amounts should the County Policy be increased. Entitlement will be conditioned upon a grade of B or better, or a "pass" grade, if on a pass/fail system.

ARTICLE XXXV
PRECEPTOR PROGRAM

The preceptor is a person who teaches, counsels, and supports the growth and development of an individual for a fixed length of time. The pairing of the new employee with an experience RN provides an environment of nourishment and growth for the new employee or new graduate.

Utilization of preceptors is one approach to fulfilling the orientation needs of G.N.'s or newly hired employees.

A preceptor will be chosen by the Staff Development Coordinator based on an established criteria that includes clinical competency, good communication skills and interpersonal skills.

Once the selected staff member agrees to serve as a preceptor he/she shall attend a full day of training provided by the Staff Development Coordinator. The training will include communication skills, adult learning theory, motivation, coaching, stress management, performance evaluation and the role of the preceptor.

Preceptors will be compensated for their services at the rate of fifty dollars (\$50.00) for each experienced new employee when they precept, and one hundred dollars (\$100.00) for each newly hired graduate without previous work experience when they precept.

ARTICLE XXVI
DURATION AND TERMINATION

This Agreement shall be effective as of January 1, 1993 and shall remain in full force and effect until December 31, 1995.

It shall be automatically renewed from year to year thereafter, unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date that it desires to commence negotiations.

In the event such notice is given, negotiations shall begin no later than thirty (30) days prior to the expiration date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the preceding paragraph.

Negotiations shall begin no later than October 31, 1995 for the succeeding Agreement.

WHEREAS, the parties hereto have set their hands and seals
this 10th day of August, 1993.

JNESO

COUNTY OF ATLANTIC

Virginia Treacy, R.N.
Executive Director JNESO

Richard E. Squires
County Executive

Ann Young, R.N.
Local President

SIDE BAR LETTER OF AGREEMENT

WEEKEND SIXTEEN HOUR SHIFT - INSTITUTION

The following agreement between the parties shall continue based on joint review every six (6) months after the execution of this letter.

A. Hours of work is 6:45am until 11:15 pm every Saturday and Sunday. Employee works thirty two (32) hours and receives pay for forty (40) hours.

B. Overtime will be paid after forty (40) hours worked.

C. Benefit time (sick and annual leave) may be taken in eight (8) hour or sixteen (16) hour increments.

1. Compensatory and Administrative time may be used in hour increments.

D. Shift differential of ten percent (10%) for the hours of 2:45pm until 11:15pm.

APPENDUM A
MATERNITY LEAVE GUIDELINES

1. The Pregnancy Discrimination Act, signed into law in 1978 as an amendment to Title VII of the Civil Rights Act of 1964, prohibits discrimination against women affected by pregnancy or related conditions. In accordance with the Act, requests for leaves for pregnancy related reasons must be the same as requests for leaves for all other sick and disability reasons. Therefore, County policies on leaves must be applied to disability leaves for pregnancy, childbirth, or related medical conditions on the same terms and conditions as they are applied to other disabilities.

A. A new mother may be considered medically disabled for up to five (5) weeks after delivery. She, therefore, can use paid leave time previously accrued. Requests for additional time must be verified by medical documentation.

B. Time off for child care purposes must be granted on the same basis as leaves for other non-medical reasons. Under no circumstances will sick leave be used for child care purposes.

2. Use of the Disability Pool is open to *eligible employees who because of a no-job related illness or injury are unable to

perform the duties of their positions. Requirements are as follows:

A. Exhaustion of all sick, vacation and administrative time prior to approval of application.

B. Completion of application including a detailed medical statement.

C. Submission of Additional medical documentation for extension.

D. Repayment of pool time used per County policy P.S. 2.12.

3. In instances where a woman is declared medically disabled by her physician prior to her due date, accrued time may be used. If no time is available, the employee may apply for use of the disability pool.

*All County employees except Division of Welfare and P.B.A. 243 members.

